

# 1 A ROB MOVING

ORIGINAL

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EX PARTE OR LATE FILED

CC DOCKET NO. 99-333

October 12, 1999

RECEIVED

NOV 19 1999

COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

Honorable William Kennard  
Chairman - FCC  
445 12th S.W.  
Washington, DC 20554

RE: *PAS Communications, Inc., et al v. U.S. Sprint, Inc.*

To the Honorable William Kennard:

I am writing to bring the above-mentioned lawsuit to your attention following MCI WorldCom's apparently successful attempt to merge with Sprint. This lawsuit involves five minority-owned businesses who filed suit against Sprint in April 1999 alleging various forms of discrimination. A copy of the Amended Complaint in this lawsuit is attached to this letter for your review.

To provide you with some background, I am the president and owner of 1-A-Rob Moving, which is based in Des Moines, Iowa. 1-A-Rob is a federal contractor for moving services, plus construction management, environmental/remedial engineering, and complete L.U.S.T. services.

My main concern with Sprint, and the reason my company and the rest of the plaintiffs filed suit against Sprint, is that we have not had any meaningful opportunities to work on any projects for Sprint. As stated in the attached lawsuit, our position is that Sprint has ignored Title VI and has circumvented minority-owned contractors in both Sprint's normal operations and in the building of its multi-million dollar campus in Overland Park, Kansas. We have attempted unsuccessfully to resolve this conflict in mediation.

Other members of the minority community, including civil rights leader Rev. Jesse Jackson, Sr., have expressed concern over Sprint's lack of inclusion of minority contractors. Recently, Rev. Jackson requested a conference with William Esrey during a trip to Kansas City in order to discuss his concerns over Sprint's treatment of minorities. In addition, Rev. Jackson has tabled a \$25,000 contribution by Sprint to his Rainbow/Push Coalition until a resolution of these concerns can be reached.

The purpose of this letter is to make you aware of the magnitude of the problems we have encountered with Sprint and the lawsuit we have filed. A copy of this lawsuit will be sent to the

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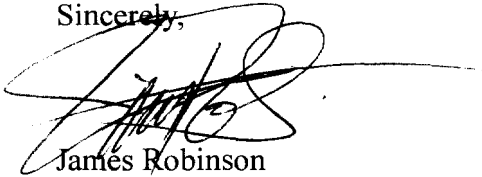
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Honorable William Kennard  
Chairman - FCC  
October 12, 1999  
Page 2

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My company and the rest of the plaintiffs in the above-mentioned lawsuit would be willing to enter into discussions with your newly merged company in an effort to resolve this matter. Please contact any of the attorneys listed in the attached Amended Complaint to begin resolution discussions. I look forward to your reply and hope that we can reach an amicable agreement.

Sincerely,

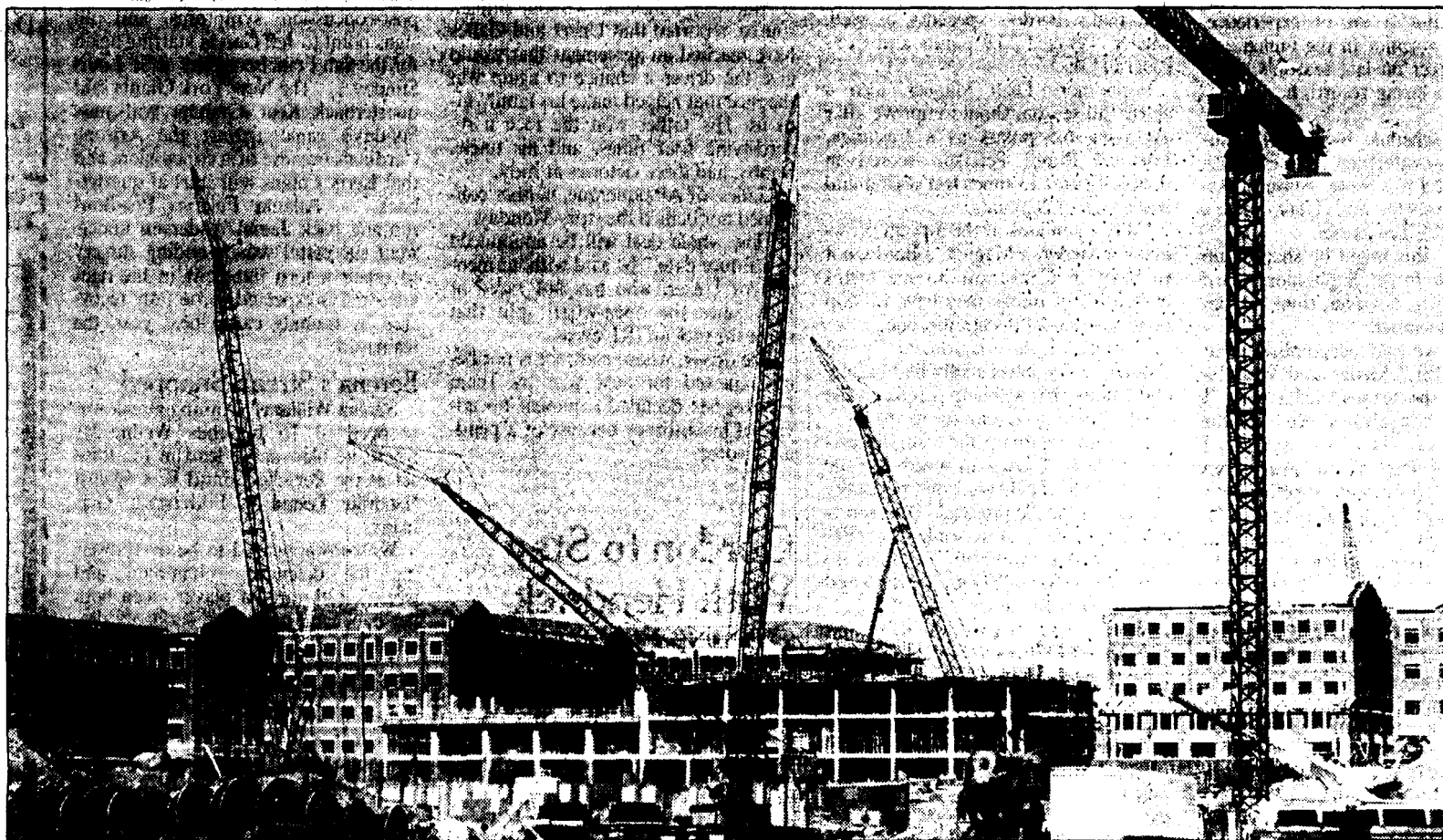
A handwritten signature in black ink, appearing to read 'James Robinson', with a large, sweeping flourish extending to the right.

James Robinson  
President  
1-A-Rob Moving

Enclosures

cc: Mr. Bernard Ebbers, CEO - MCI WorldCom  
Mr. Michael Salisbury, Chief Counsel - MCI WorldCom

## BIG DEAL, BIG WORRIES



THE ASSOCIATED PRESS

**WHAT NEXT?** Sprint leaders insist that the company would continue construction on the \$920 million, 3.9 million-square-foot headquarters office park in Overland Park, Kan., in the wake of the company's proposed sale to MCI WorldCom. However, Sprint's 15,000 Kansas City employees, and business and government leaders, are wondering how the deal will affect their future.

**Bamberger  
Feibleman**

April 16, 1999

James Robinson  
1219 McCormick Street  
Des Moines, IA 50316

RE: Litigation Against Sprint

Dear Jim:

Enclosed please find a copy of the Complaint.

Very truly yours,

**BAMBERGER & FEIBLEMAN**



D. Robert Webster

DRW/ajw  
enclosure

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UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS

PAS COMMUNICATIONS, INC., QUALITY	)
TRANSFER, INC., 1A ROB MOVING,	)
RELIABLE MAINTENANCE, INC., and K.E.	)
JOHNSON CONSULTANTS, INC.,	)
	)
Plaintiffs,	)
	)
v.	)
	)
U.S. SPRINT, INC.,	)
	)
Defendant.	)

**COMPLAINT**

Come now plaintiffs PAS Communications, Inc., Quality Transfer, Inc., 1A Rob Moving, Reliable Maintenance, Inc, and K.E. Johnson Consultants, Inc. by counsel, and for their cause of action against defendant U.S. Sprint, Inc. allege and say:

**COUNT I**

**JURISDICTION AND VENUE**

1. Jurisdiction of this Court is invoked under the Fourteenth Amendment of the United States Constitution, Title 42 USC Sections 1981 and 2000(d) et seq.; 15 U.S.C.A. §1; and 15 U.S.C.A. §4, 15 and 16.

2. Venue of this action is proper pursuant to Title 28 USC Section 1381.

**COUNT II**

**THE PARTIES**

3. Plaintiffs incorporate herein and make a part hereof rhetorical paragraphs 1 and 2 of this Complaint.

4. Plaintiff PAS Communications, Inc. ("PAS") is and was at all times hereafter mentioned a corporation organized and existing under the laws of the State of Delaware and is authorized to do business in the State of Kansas. PAS is owned and operated by an African American citizen of the United States of America.

5. Plaintiff Quality Transfer, Inc. ("Quality") is and was at all time hereafter mentioned a corporation organized and existing under the laws of Nebraska. Quality is owned and operated by African American citizens of the United States of America.

6. Plaintiff 1-A Rob Moving ("1-A Rob") is and was at all times hereafter mentioned a sole proprietorship organized and existing under the laws of Iowa. 1-A Rob is owned and operated by an African American citizen of the United States of America.

7. Plaintiff Reliable Maintenance Company, Inc. ("Reliable") is and was at all times hereafter mentioned a corporation organized and existing under the laws of Iowa. Reliable is owned and operated by African American citizens of the United States of America.

8. Plaintiff K.E. Johnson Consultants, Inc. ("Johnson") is and was at all times hereafter mentioned a corporation organized and existing under the laws of the State of Iowa. Johnson is owned and operated by an African American citizen of the United States of America.

9. Defendant U.S. Sprint ("Sprint") is a corporation organized and existing under the laws of the State of Kansas. It is in the telecommunications business providing services throughout most of the United States and does substantial

business in many other countries. In addition it is a large Federal contractor.

**COUNT III**

**42 USC §1981**

10. Plaintiffs incorporate herein and make a part hereof rhetorical paragraphs 1 through 9 of their Complaint.

11. PAS is an African American firm in the telecommunications industry and is believed to be the only such firm of African American ownership in the Kansas City metropolitan area.

12. Johnson is a minority business consultant and construction management company.

13. Reliable is in the janitorial and janitorial supplies business. It is African American owned with more than 20 years of experience in its markets.

14. Quality is in the trucking and transportation business and also is owned by African Americans. Its owners have over thirty years of experience in interstate and intrastate hauling.

15. 1-A Rob is in the moving business and also is owned by an African American. It possesses all requisite certificates and registrations and has over fifteen years of experience in its industry.

16. Each plaintiff is and was at all times fully competent and experienced to perform substantial contracts (i.e. in excess of One Million dollars) in their respective field of expertise.

17. Annually Sprint contracts billions of dollars to vendors such as plaintiffs.

18. Presently Sprint is involved in constructing its world headquarters, a project involving interstate commerce and a proposed budget believed to be in excess of Six Hundred and Sixty Million Dollars.

19. Sprint is also a beneficiary of numerous federal contracts and recently executed a contract with the Federal government believed to be in excess of Six Billion Dollars.

20. By its own admission Sprint has contracted with minorities at its worldwide campus site for approximately Twenty-Two Million Dollars or less than 4% of the total construction budget. By Federal law Sprint is required to contract at least 10% of its procurement activities with eligible minorities. Of the Twenty-Two Million it has contracted with minorities to date only a little more than Two Million Dollars has gone to African American firms or less than .005% of the total budget notwithstanding the fact that African Americans constitute the dominant minority in Kansas and Missouri. In short such contracts as are being awarded to minorities by Sprint disproportionately favor non-African American contractors and overwhelmingly the vast majority of contracts Sprint is awarding go to majority owned companies to the detriment of plaintiffs.

21. Sprint actively promotes its alleged commitment to diversity as good business in the marketplace, spending hundreds of millions of dollars advertising its affiliation to the National Football League as its telecommunications provider.

The reality within Sprint's culture is much different than the image it portrays to the world. By Federal law Sprint is required to keep and maintain records of its



contracting by race, ethnicity, and gender. It also is required by G.S.A. to submit a diversity plan to implement and fulfill Federal diversity mandates. Such plans as exist are not developed with the input or knowledge of Sprint's upper management. They are not widely disseminated within the company. They are not enforced, indeed midlevel managers discriminate against African American companies with impunity. In fact, midlevel managers have used racial epithets against African American vendors. Further they have used racial slurs internally against those fellow Sprint employees who have attempted to assist African American vendors. Moreover, midlevel managers have withheld bid information and bid opportunities from potential African American contractors. Sprint procurement personnel routinely entered into contracts with preferred vendors and do not open up contracts with preferred vendors and do not open up contracts to bid. Indeed, such personnel have made it clear to plaintiffs that Sprint has no intention of doing business with African American businesses. So well understood is this anti African American culture within Sprint that a Sprint representative involved in minority business planning and implementation told a group of African American contractors who attended a trade promotional event in Des Moines, Iowa in 1997 that African American businesses need not apply to do business with Sprint. This remark was overheard by several individuals.

In addition to its failure to devise, implement and enforce a diversity plan to promote opportunity in procurement, Sprint engages in fraud and deception. Its statement to the world is that it welcomes and encourages diversity. Its reality is to

the contrary. It does not keep accurate records of diversity in procurement. Instead it defrauds G.S.A. and the California Public Utilities Commission which also requires diversity in contracting for those companies subject to its jurisdiction. Sprint's pattern and practice is to falsify records related to diversity. It does so, as an example, by asking minority companies to enter into contracts with it in California so that the results can be favorably reported to the Utilities Commission when in fact such work, if it is to be performed at all, occurs outside of California to the deception of the Utilities Commission.

As further illustrations of Sprint's pattern of "window dressing" compliance its C.E.O. asked Tom Turner, President of plaintiff PAS, to pose with him for a picture which appeared for more than five years in Sprint promotional materials advertising Sprint's commitment to diversity. While the picture was published PAS received no business from Sprint. Mr. Turner requested that the picture be pulled and it was. Subsequently PAS received some work in California from Sprint. During its performance of such contracts in California, PAS representatives were told by Sprint representatives that the only reason PAS received any work was because of diversity requirements of the California Utilities Commission. As another indication of the manner Sprint attempts to showcase its commitment to diversity, Sprint entered into master service agreements with plaintiff PAS and repeatedly promised it meaningful contract opportunities. To date none have materialized.

22. PAS has done business with Sprint over the years but never in a quantity or quality commensurate with the capabilities of each. Sprint has exploited

PAS for its convenience and deliberately excluded it from contracting opportunities despite its extensive knowledge of PAS capabilities. To the extent it awarded business to PAS it was because of the conviction that the California Utilities Commission required minority participation.

Reliable, Quality, 1-A Rob, and Johnson have made repeated attempts to do business with Sprint, have expended money and time in such efforts, and are fully capable of performing large contracts which are being denied to them because of the race of their owners and awarded to majority owned firms on a regular systematic basis.

23. Sprint is engaging in deliberate intentional discrimination against plaintiffs who are being denied contract opportunities by race. Such opportunities as should be available to plaintiffs equally are being made available to majority owned companies without legitimate business reasons. Sprint is involved in enormous contracts in geographical areas in close or reasonable proximity to each plaintiff. Plaintiffs are fully capable of performing large, profitable contracts from Sprint, and the only reason that they are not being awarded them is out of racial animus and deliberate discrimination. Indeed, plaintiffs are not being awarded contracts out of racial animus, they are also being denied knowledge of contracts and bid opportunities out of racial animus.

24. Since at least 1997 and in the case of PAS years before 1997, plaintiffs have sought and been denied the opportunity to enter into contracts with Sprint to deliver goods and services.

25. Sprint's denial of contracting opportunities is part of the pattern and practice of Sprint to deny contracts to African American businesses out of racial animus, with deliberate indifference to the effect of such practices on plaintiffs, and without legitimate business reasons. Such contracts for which plaintiffs seek are available now and are being awarded to majority owned companies routinely despite plaintiffs' capabilities to perform such contracts professionally and responsibly.

26. Any purported business reason Sprint may offer as justification for denying plaintiffs equal contracting opportunities is pretextual and disingenuous since the genuine motivating reason was racial animus and deliberate discrimination.

Rather than acknowledging its violation of law and attempting to rectify the situation for the benefit of African American businesses and plaintiffs in particular, Sprint has engaged in delaying tactics, bad faith negotiations with plaintiffs, and attempts to rally community support in anticipation of this litigation.

27. The exclusion of plaintiffs from contracting opportunities by Sprint is part of the pattern and practice of Sprint to intentionally discriminate against plaintiffs and other African American businesses on account of their race.

28. As a direct and proximate result of the aforesaid acts of the defendant, plaintiffs have been discriminated against because of their race and been deprived of having and executing their rights and privileges under the Constitution and laws of the United States and in particular 42 U.S.C. §1981.

29. As a direct and proximate result of the aforesaid acts of Sprint, plaintiffs have suffered damages including loss of income and profits.

#### COUNT IV

##### 42 USC §2000(d) et seq.

30. Plaintiffs re-allege and incorporate by reference rhetorical paragraph 1-29 of Counts I-III of their Complaint.

31. Title 42 USC Section 2000(d) et seq. and the Equal Protection clause of the Fourteenth Amendment to the Constitution of the United States convey upon these plaintiffs certain enforceable rights, privileges, and immunities to be free from unlawful racial and ethnic discrimination and exclusion from participating in Congressionally authorized Federally funded contracts pursuant to 15 USC §637 et seq., 41 CFR §60-1 et seq. and 48 CFR Subpart 19.7 et seq. and MBE/DBE programs recognized thereunder. Said rights, privileges and immunities are cognizable and enforceable as against the defendant pursuant to the provisions of Title 42 USC Section 2000(d) et seq. Plaintiffs are each within those classes of persons intended by Congress to be intended beneficiaries of Federal financial assistance and intended beneficiaries of Federally funded programs.

32. Each plaintiff is a duly certified MBE/DBE by appropriate certifying entities and most are 8(a) certified entities. Each has performed work on federally funded contracts and is eligible and fully qualified to perform work in its respective fields of expertise on federally funded projects upon which Sprint is involved.

33. Pursuant to 15 U.S.C. Sections 631, 637(c) (1992 Supp.), Sprint, as a Federal contractor, is required by law to negotiate and implement subcontracting plans which promote the participation of socially and economically disadvantaged

individuals, including African Americans, Hispanics, Asian Americans, Native Americans and other racial, gender, and ethnic minority groups (the intended beneficiaries of federally funded programs in need of federal financial assistance). Each plaintiff herein is an eligible beneficiary under said program.

34. In 1978, Congress enacted amendments to the Small Business Act which are now codified in 15 U.S.C. Section 637(c). These amendments were predicated on Congressional recognition that members of certain racial and ethnic minorities were socially and economically disadvantaged because they had been subjected to racial or ethnic prejudice or cultural bias, without regard to their individual qualities. 15 U.S.C. Section 637(a)(5) and (6).

35. The category of socially or economically disadvantaged individuals was presumed to include African Americans such as plaintiffs and their businesses. Congress declared it to be the policy of the United States that: "Small business concerns, and small business concerns owned and controlled by socially and economically disadvantaged shall have the maximum practical opportunity to participate in the performance of contracts let by any Federal agency." 15 U.S.C. Section 637(c)(1).

36. In furtherance of this policy, Congress required Federal agencies to include in their contracts various provisions designed to improve the opportunities of members of racial and ethnic minorities and other disadvantaged persons to participate as subcontractors. See e.g., 15 U.S.C. Section 637(c)(2) and (3).

37. Much of the foregoing legislation was directed at the conduct of federal

agencies. The Small Business Act also imposes direct obligations upon prospective prime contractors such as Sprint. 15 U.S.C. Section 637(c), 4(b) provides that, before a contract is awarded, the apparent successful offeror shall negotiate with the procurement authority a subcontracting plan which incorporates the information prescribed in paragraph (6). The subcontracting plan shall be included in and made a material part of the contract. The subcontracting plan must include among other things, percentage goals for use as subcontractors of small business concerns, including enterprises owned and controlled by socially and economically disadvantaged individuals. See, e.g., 15 U.S.C. Section 637(c) (6) (a).

38. Sprint is a very large federal contractor and recently entered into a multibillion dollar contract with the federal government. It has also performed telecommunications work on a regular basis for the federal government at federal installations in various regions of the country.

39. Sprint routinely denies African American businesses the opportunity to participate in its federal contracts as a matter of corporate culture and as a direct result of its anti-black corporate culture. Plaintiffs are well aware of Sprint's stature as a federal contractor and have routinely approached Sprint about federal contracting opportunities without success.

40. Sprint consistently fails to administer its subcontracting plan under the foregoing statutory and regulatory provisions including 48 CFR Subpart 19.7 et seq. Since the inception of the threat of litigation by these plaintiffs, Sprint has demoted the individual within the company with some experience in federal diversity

requirements and replaced him with an accountant by training with no experience in or knowledge of Title VI or diversity procurement requirements. Purportedly this individual is now in charge of Sprint's minority business program. He is unqualified and untrained for his position and evidences a lack of understanding of and insensitivity to African American culture and to plaintiffs' experiences with Sprint. No one within his division is trained in Title VI compliance. As a result it is doubtful that the company fully understands its federal responsibilities and how it can faithfully discharge them. It is also a certainty that upper management at Sprint is grossly and deliberately indifferent to Sprint's failures to develop and administer an acceptable federal compliance program. Sprint procurement people routinely violate federal law by withholding bid information and opportunities on federal projects from African American companies and plaintiffs in particular without consequences from management. Record keeping for federal projects is not systematized or disseminated to upper management. Upper management does not review federal diversity results and essentially has no role in federal procurement goal setting, enforcement or results. Individuals within Sprint with federal compliance responsibilities are not evaluated by management for achieving required results. In short, Sprint's management is not equipped, trained or committed to comply with federal mandates all to plaintiffs' injury and detriment.

41. More than Five Billion Dollars in Federal contracts have been awarded to Sprint carrying minimum revenue guarantees of \$750 Million per contract. Like AT&T, Sprint was an incumbent on FTS 2000 contracts which also had huge



minimum revenue guarantees. GSA awarded these contracts to Sprint under the FTS 2001 program for long-distance telecommunications services. By law at least 10% of such work is earmarked for eligible beneficiaries such as plaintiffs who have endeavored to perform such work for Sprint without success.

42. Sprint openly boasts of its extensive Federal government contracting expertise in its Sprint GSD page at the Fed Center Web site. According to Sprint's promotional materials: "Sprint's leadership in the data networking arena, combined with our expertise in specific government areas such as Federal FTS 2000, Department of Defense, corrections, GSA Schedule Sales and Telecommunications Relay Services (communications services for the deaf, hard-of-hearing and speech disabled communities), make Sprint a logical choice for your information management needs".

Since at least 1988, Sprint has been providing telecommunications services to GSA. The FTS 2000 contract was to combine all telecommunications services into one integrated network. Rather than detail here all of plaintiffs' extensive knowledge of the level of Sprint's Federal contracting expertise, plaintiffs refer to Sprint's Web page related to Federal government agencies which details the following: ATF, Comptroller of Currency, Engraving & Pricing, FDIC Bureau, FLETC, FMS, IRS, Inspector Gen'l, Thrift Supervision, Customs, US Mint, US Public, Dept. of Energy, NASA, FAA, FICS21, Dept. of Treasury, TCS, Board of Governors-Federal Reserve, Federal Reserve, Dept. of Education, FEMA, FT/DT, Commerce, Dept. of Leg've. Branch, US Postal Service, Health & Human Services, Social Security Administration,

Veterans' Administration, AAFES, OM, SGAM Defense Agencies, Navy, Intel, Army and Air Force as federal contracts upon which Sprint is or was working. All of these contracts are subject to the foregoing mandatory federal requirements which Sprint has routinely, purposefully, and deliberately ignored to plaintiffs' injury and detriment.

42. Sprint has either deliberately ignored or been grossly indifferent to the diversity requirements of these contracts and to the need to include plaintiffs therein especially since they are eligible beneficiaries, fully capable of performing such work. There is no legitimate business reason to exclude them from performing work on such enormous federal contracts.

43. By Spirit's own admission it has received billions in Federally funded contracts, a minimum of 10% of each by law must go to eligible disadvantaged businesses. Under any applicable statute of limitations, plaintiffs were eligible to have participated in such federally funded work. Sprint has no legitimate business reason to have denied them the opportunity to work therein. Moreover, Sprint has not displayed a commitment or willingness to give plaintiffs the maximum opportunity to participate therein. In fact, Sprint representatives have in effect raised a sign telling African Americans they need not apply while Sprint is the beneficiary of enormous Federally funded contracts which black Americans have helped to fund. Their defiance of Federal law is deliberate and shocking.

44. Defendant Sprint has consistently failed to administer its subcontracting plan required under the foregoing statutory and regulatory provisions including 48 CFR Subpart 19.7 et seq. Abundant Federal contracting opportunities are and have

been available to plaintiffs and other eligible beneficiaries which have gone instead to majority owned companies in violation of law and to plaintiffs' injury and detriment.

45. Sprint has failed to make a good faith effort to involve African American firms in its subcontracting plans on file with GSA. And in particular Sprint ignored plaintiffs' numerous requests both written and oral to perform work on federal projects.

46. Sprint, through its agents and employees, has acted arbitrarily, negligently, intentionally and illegally to administer its subcontracting plan in a racially discriminatory manner so as to deliberately exclude plaintiffs from competing for, participating in and receiving benefits therefrom.

47. Pursuant to 42 USC §2000(d) et seq., Sprint has an affirmative duty as a huge federal prime contractor to ensure that its federal subcontracting plan is administered in a non-discriminatory manner. Sprint has grossly failed to meet its constitutionally mandated responsibilities to administer its subcontracting plan lawfully.

48. Sprint's unlawful contracting policies and practices alleged herein were designed and executed with complete disregard for the rights of plaintiffs and with the deliberate intent and purpose of discriminating and excluding plaintiffs from participating in federal subcontracting opportunities.

49. Defendant's unlawful contracting policies and procedures have caused plaintiffs to be left out of valuable federal subcontracting opportunities and to be excluded from participating in and receiving the benefits of the federal subcontracting

program in direct violation of 42 USC Section 2000(d) et seq. As a direct result of Sprint's denial of plaintiffs' Constitutional rights, plaintiffs have incurred grave injury to their ability to pursue their trade and business and they were forced to incur significant expense to bring this litigation.

50. As eligible beneficiaries of the federal subcontracting program plaintiffs have standing to bring this claim.

51. Plaintiffs are not precluded from bringing this claim by any exhaustion of administrative remedies requirement as a condition precedent to pursuing a private right of action under Title VI.

#### **PRAYER FOR RELIEF**

WHEREFORE, plaintiffs pray that this Court award monetary damages in the amount of Five Million Dollars to each individual plaintiff or Twenty-Five Million Dollars (\$25,000,000.00) in the aggregate, their reasonable attorneys' fees, appropriate injunctive and declaratory relief to ensure that Sprint will administer its federal subcontracting program in a racially non-discriminatory manner, appropriate punitive damages to deter Sprint in the future, and all other appropriate relief.

#### **COUNT V**

##### **ILLEGAL BOYCOTT**

52. Plaintiffs repeat and reallege each and every allegation in Paragraphs 1 through 51 as if each and every said allegation were herein repeated and restates.

53. That defendant has been in communication with U.S. West, Inc. ("U.S. West") a telecommunications company headquartered in Denver, Colorado that

provides similar communication services as the defendant, about the results of a lawsuit filed by all but one of the named plaintiffs herein against U.S. West for discrimination in letting contracts for a wide variety of services.

54. The lawsuit against U.S. West was settled in the Spring of 1998, the contents of which settlement are confidential.

55. Despite the earlier litigation, U.S. West continues to prevent the named plaintiffs from bidding on contracts for which the plaintiffs are fully qualified to perform. Indeed, the plaintiffs pursuant to their Settlement Agreements in that case have instituted arbitration against U.S. West.

56. U.S. West's refusal to engage plaintiffs in a truly equitable business relationship is evidence that it is continuing efforts to exclude plaintiffs from being equal competitors.

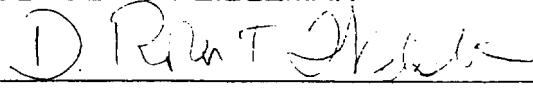
57. Based upon information and belief, the communications between defendant and U.S. West are evidence that they have engaged in a conspiracy to boycott the plaintiffs in an effort to limit their participation in contracting opportunities available from both U.S. West and defendant, and punish them for attempting to change the status quo in the industry by enforcing their civil rights.


#### **PRAYER FOR RELIEF**

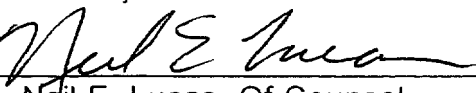
WHEREFORE, plaintiffs demand judgment against defendant pursuant to Sherman Anti-Trust Act, 15 U.S.C.A. §1, and the Clayton Act, 15 U.S.C.A. 4, 16 and 15, for treble damages in an amount to be proved at trial, plus reasonable attorneys' fees and the costs of this lawsuit.

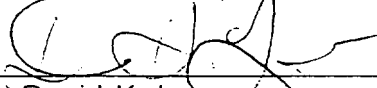
Respectfully submitted,

BAMBERGER & FEIBLEMAN

By:   
D. Robert Webster

By:   
Timothy E. Peterson

By:   
Neil E. Lucas, Of Counsel

By:   
David K. Lee

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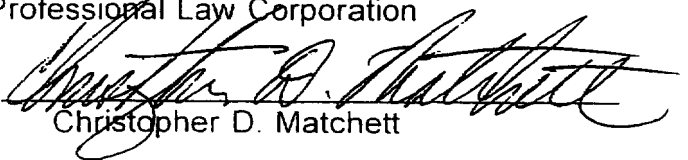
SLOAN, LISTROM, EISENBARTH, SLOAN  
AND GLASSMAN, L.L.C.

By: \_\_\_\_\_  
Rebecca S. Yocum

Rebecca S. Yocum  
Kansas Bar #14222  
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